

**IOWA DEPARTMENT OF PUBLIC HEALTH
SERVICE AGREEMENT
SERV5882IMMconsecutive number
Title: Equity and Prioritizing COVID-19 Vaccine Access for Populations
Disproportionately Affected by COVID-19**

The parties are identified and agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The Iowa Department of Public Health (“Department”) is authorized to enter into this Contract. Department’s address is Lucas State Office Building, 321 East 12th Street, Des Moines, Iowa 50319-0075.

1.2 [full legal name of the Contractor] (“Contractor”), a [the Contractor’s legal business structure i.e. corporation, limited partnership, governmental, etc.], is organized under the laws of the state of [state where the Contractor is organized or incorporated] and authorized to do business in the state of Iowa. The Contractor’s address is [insert the Contractor’s legal address]. Vendor Code #XXXXXXX.

1.3 Key Personnel for Project Implementation:

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Department Personnel

Name	Title	Email Address	Phone Number
Don Callaghan	Bureau Chief	don.callaghan@idph.iowa.gov	515-281-7301
Emma Gelman	Program Consultant	emma.gelman@idph.iowa.gov	515-229-5080
Karen Quinn	Program Contract Manager	karen.quinn@idph.iowa.gov	515-281-5424

Contractor Personnel

Name	Title	Email Address	Phone Number
	Project Director or Coordinator		
	Financial Contact		

The Contractor shall notify the Department in writing within ten (10) working days of any change of Key Personnel identified in this section.

SECTION 2. PURPOSE

The parties have entered into this Contract for the purpose of retaining the Contractor to implement strategies that ensure greater equity and access to COVID-19 vaccine for those disproportionately affected by COVID-19 in Iowa.

SECTION 3. DURATION OF CONTRACT

The term of this Contract shall be [enter beginning date] through [enter ending date], unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 4. SCOPE OF SERVICES

4.1.1 Deliverables. Funding must be used to implement activities outlined in the list of allowable activities to ensure greater equity and access to COVID-19 vaccine as identified by the Contractor in the application process and approved by the Department. Activities require engaging in additional partnerships, improving access to COVID-19 vaccines or improving and expanding vaccine messaging/education to reach affected populations (such as those who may be vaccine hesitant, those who are in racial and ethnic or other minority groups). The Contractor shall provide the following services in accordance with the defined performance criteria as set forth below and as described in the Department-approved application. The contractor shall:

Item/Deliverable description and Performance Measures	Due Date	Lump Sum Amount
Performance Measure Collection Plan	Within 2 weeks of the agreement start date	20% of total budget, up to \$1,000
1. Vaccination Clinic: Plan and implement pop-up, mobile, or other vaccination clinics with COVID-19 vaccine providers. Coordinate planning with existing community events (e.g., food drives/pantries, health fairs, adult education programs, religious services, special-interest clubs and community organization events). Ensure access to vaccination sites and appointments by using multiple types of locations, including community-based sites, and with flexible hours that are accessible to and frequented by the identified communities of focus. <i>Please note:</i> Only approved COVID-19 providers may administer COVID-19 vaccine. Partnering with a COVID-19 provider is necessary when planning a vaccination clinic.	TBD	\$

<p>Performance measure:</p> <p>Number of pop-up and mobile vaccination events conducted in partnership with CBOs. Include event location, the number of days each event was held, day(s) of the week, hours of operation, population(s) served and number of vaccine doses administered at each event.</p>		
<p>2. Increase cultural competence: Support increased staffing of culturally competent medical personnel that reflect the identified community who may administer COVID-19 vaccine. at various locations, mobile or pop-up vaccination sites/clinics organized through community-based organizations. This could include partnering with minority community health workers.</p> <p>Performance measure:</p> <p>Number of vaccination events organized with culturally competent staff. Include the number of culturally competent staff supporting each event.</p>	TBD	\$
<p>3. Support transportation: Support free or subsidized transportation options to access vaccination appointments. Directly or indirectly through community partners (e.g., partner with local transportation services or transportation network companies to provide no-cost transport to vaccination sites in communities of high social vulnerability).</p> <p>Performance measure:</p> <p>Name of community partner(s), populations targeted and number of individuals served through these services.</p>	TBD	\$
<p>4. Simplify vaccination operations: Simplify or assist COVID-19 vaccine patient registration procedures. Prioritize offering vaccination options that do not require pre-registration (e.g., at local community centers, schools, houses of worship, or other highly frequented and trusted sites in the community). Ensure patient registration options do not require the internet or digital platforms (such as phone or in-person registration). Ensure registration is accessible to those with limited English proficiency or limited literacy. It should be made clear registration does not require nonessential documentation, such as proof of citizenship, likely to deter individuals from immigrant communities from seeking vaccination.</p> <p>Performance measure:</p> <p>Describe the work to simplify or assist with COVID-19 vaccine registration processes, including successes and challenges. Describe non-digital options for COVID-19 registration.</p>	TBD	\$

<p>5. Develop messaging: Develop and implement community-based and culturally and linguistically appropriate messages that focus on COVID-19 prevention and benefits of vaccination.</p> <p>Performance measure:</p> <ul style="list-style-type: none"> ● Number of products created or adapted (e.g., infographics, flyers, videos, commercials), method of dissemination (website, mail, bulletin boards, radio, social media) and intended audience. ○ If translation of materials occurred, include the number of languages translated. 	TBD	\$
<p>6. Engage trusted messengers: Engage communities by identifying trusted messengers that represent the population to promote vaccination and have bidirectional conversations about vaccine hesitancy. Collaborate with trusted messengers to develop testimonial campaigns. Testimonials could include representation from diverse groups of people including millennials, physicians, elderly, frontline workers, someone who lost a loved one, individuals who experienced a reaction following vaccination (or did not have a reaction), local or national celebrities of color, etc.</p> <p>Performance measure:</p> <ul style="list-style-type: none"> ● Number of trusted messengers engaged and the communities of focus represented. <p>Number of products developed or used in partnership with trusted messengers. Include product type (video, face-to-face conversations, positive social media posts, flyers) and intended audience.</p>	TBD	\$
<p>7. Promote vaccine confidence: Conduct outreach activities to promote vaccine confidence.</p> <p>Performance measure:</p> <p>Number of outreach events held and communities targeted to promote vaccine confidence.</p>	TBD	\$
<p>8. Support grassroots-style outreach: Support grassroots-style outreach campaigns through text messages, phone-banking, and/or safely conducted in-person to share information such as vaccine availability, vaccine education, appointment sign-up options, and appointment and COVID-safety reminders.</p> <p>Performance measure:</p> <p>Number of outreach campaigns conducted. Include method(s) of outreach (text, phone banking, person-to-person), summary of information shared and the targeted audience.</p>	TBD	\$
Maximum Reimbursement Amount:		\$

*Reimbursements will not be provided until the Department approves the deliverable.
Unallowable costs/expenses: Funding cannot be used for subcontracts, administrative, or indirect costs. Contractor must submit an invoice for reimbursement, refer to section 5.

4.1.2 Reports

The Contractor shall complete and submit the following reports via online form that will be made available by the Program Contract Manager.

Report Title	Description of report	Form Frequency/Type	Date Due
Progress Report, including performance measures & Invoice/Claim	<p>Narrative report describing the services provided, and a requested amount consistent with section 4 and 5 of this agreement.</p> <p>The contractor will report specific performance measures to the Department based on services offered. Performance measures must be collected on a Department provided template and submitted to the Department via an email submission. The reporting due dates will be determined at a later date.</p>	Final report- upon submission of claim	Due upon completion of services and submitted with claim/invoice (see section 5)

4.1.3 Federal Requirements. Contractor must comply with CDC grant #6-NH23IP922622-02-05.

4.2 Non-Exclusive Rights. This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

4.3 Performance Measure

Reimbursement under the contract will be based upon successful performance in meeting the requirements and deliverables outlined herein. All deliverables must meet Department approval prior to payment of the reimbursement. Failure to provide deliverables meeting Department satisfaction will result in non-payment of corresponding deliverable. In addition, the Contractor will be required to submit data and documentation to the Department that is required for CDC reporting requirements.

SECTION 5. COMPENSATION

5.1 Pricing. The Contractor will be paid for completion of services described in the Scope of Services Section 4. Reimbursement under this service agreement will be deliverable-based. These amounts are all inclusive and no other costs or expenses will be reimbursed to the Contractor.

5.2 Billings. The Contractor shall complete and submit an invoice for services rendered in accordance with this Contract to the Department via online form that will be made available by the IDPH Program Contract Manager. The invoice must report the deliverable completed, including any required supporting documentation or data related to the deliverable or requested by the Department.

The invoice shall comply with all applicable rules concerning payment of such claims. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Administrative Code 41.1(8A). The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

5.3 Delay of Payment Due to Contractor's Failure. If the Department in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Department may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

5.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, or pursuant to any judgment the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

5.5 Use of Department identifiers. Any use of the Department's name, logo, or other identifying information must have prior written approval from the Department.

SECTION 6. TERMINATION

6.1 This agreement may be terminated by either party with a thirty (30) day written notice.

6.2 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of the Department, shall:

6.2.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Department may require.

6.2.2 Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Contractor.

6.2.3 Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

6.2.4 Cooperate in good faith with the Department, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

6.2.5 Immediately return to the Department any payments made by the Department for services that were not rendered by the Contractor.

SECTION 7. CONFIDENTIAL INFORMATION

7.1 Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Department to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information upon request of the Department. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of the Department at all times.

7.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Department.

7.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.

7.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

7.5 Survives Termination. The Contractor's obligation under this Contract shall survive termination of this Contract.

SECTION 8. IT STANDARDS

The Contractor will comply with and adhere to the following Department and State information technology standards and provide training to Contractor's employees and subcontractors concerning such standards, procedures and protocols as applicable.

- (1) Data Backup Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Department required services.
- (2) Data Stewardship Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Department required services.
- (3) Interconnectivity Standard: Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Department required services.
- (4) Laptop Data Protection Standard: Applicable to Contractors which utilize laptops to process, store, transmit or monitor data essential to the performance of Department required services or connects to state owned or managed network.
- (5) Removable Storage Encryption Standard: Applicable to Contractors which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of Department required services.
- (6) Web Application Security Standard: Applicable to Contractors which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
- (7) Website Accessibility Standard: Applicable to Contractors which develop and maintain Department web pages.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/home/standards>.

Section 9. INDEMNIFICATION

9.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Department, related to or arising from:

9.1.1 Any breach of this Contract;

9.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

9.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

9.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

9.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

9.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

9.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

9.2 Indemnification by the Department

9.2.1 The Department shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Department while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

9.2.2 If the Department makes any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any of such amounts from others, that person shall promptly repay such amounts to the Department, without interest.

9.3 Survives Termination. Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 10. WARRANTIES

10.1 Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and works produced, or provided to the Department pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials and works and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract.

10.2 Copyrights and Rights in Data:

Contractor hereby irrevocably assigns, transfers and conveys to the State and the Department all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including

copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Department shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor.

10.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.

10.5 Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Department.

10.6 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Department will not have any obligations with respect thereto.

SECTION 11. CONTRACT ADMINISTRATION

11.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any Department, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department will not withhold taxes on behalf of the Contractor (unless required by law).

11.2 Compliance with the Law The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.

The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding permits and licenses that may be required to carry out the work and services to be performed under this Contract.

The Contractor may be required to submit its affirmative action plan, containing goals and time specifications and accessibility plans and policies, to the State to comply with the requirements of 11 IAC chapter 121.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

The Contractor agrees that compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the Department of Administrative Services prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor, its successors, and assignees. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the Department may cancel, terminate, or suspend, in whole or in part, this Contract. The Department may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

11.3 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

11.4 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Department and the Contractor.

11.5 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.

11.6 Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

11.7 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

11.8 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

11.9 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

11.10 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

11.11 Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Department and the Contractor for the services provided in connection with this Contract.

11.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

11.13 Notice

11.13.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by electronic mail to the parties as set forth in Section 1 and as follows:

If to the Department: Ken Sharp at kenneth.sharp@idph.iowa.gov

If to the Contractor: Refer to Contractor name and email address in section 1.2

11.13.2 Each such notice shall be deemed to have been provided at the time it is actually received by the other party via email. Read receipt or acknowledgement of receipt shall be requested and provided by both parties.

11.13.3 From time to time, the parties may change the name and email address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.14 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

11.15 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

11.16 Authorization. Each party to this Contract represents and warrants to the other parties that:

11.16.1 The signatory has the right, power and authority to enter into this Contract and to bind the party represented by the signatory to this Contract.

11.16.2 The party has the right, power, and authority to perform its obligations under this Contract.

11.16.3 The party has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

11.17 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

11.18 Solicitation. The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

11.19 Obligations beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

11.20 Delay or Impossibility of Performance. The Contractor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

11.21 Recovery of Funds. If the Department or any state or federal agency determines that the Contractor has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Contractor shall repay those funds within thirty (30) business days of receiving written notice from the Department. The Department may additionally withhold any payment under this contract if the Contractor fails to repay those funds by the established deadline. The Contractor's obligation to repay funds survives the termination of this contract.

SECTION 12. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

For and on behalf of the Department:

Ken Sharp, Director, Division of Acute Disease
Prevention, Emergency Response and
Environmental Health

Date:_____

For and on behalf of the Contractor:

[Insert name of Contractor](#)

Date:_____